



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC

OF 2023

THE PROPRIETORS OF STRATA PLAN No. 491

PLAINTIFF

AND:

(1) BILIKA H SIMAMBA

DEFENDANT

PLAINT**TO THE DEFENDANT** of P.O Box 1393, Grand Cayman, Cayman Islands, KY1-1110

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 12 January 2023.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

Introduction

1. The Plaintiffs are the registered owners of the properties comprised in Strata Plan No. 491, more commonly known as Hyre Point Townhouses, George Town Grand Cayman ("Hyre Point").
2. The Defendant is Bilika H Simamba, who is the proprietor of a Strata Lot, commonly known as Unit 8, Hyre Point, Block 15C Parcel, 252H8 ("**Unit 8**").

Unpaid Fees and Assessments

3. Pursuant to the Hyre Point By-Laws ("**the By-Laws**"), the Defendant was required to pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of Unit 8 ("**the Strata Fees**").
4. The Defendant, in breach of the terms and obligations of the By-Laws, has defaulted in the payment of the Strata Fees having failed to pay any of the sums due to Hyre Point since 22nd August 2022
5. The balance outstanding to Hyre Point is presently C\$9,005.82 ("**the Arrears**").
6. Despite requests to remedy the breach of the By-Laws being made to the Defendant by the Plaintiff and its attorneys, the Arrears remain unpaid and outstanding.

Interest and Legal Expenses

7. Clause 4 of the By-Laws in summary provides that the Defendant shall:
 - (i) pay Hyre Point in respect of all costs and expenses incurred in the performance of its duties; and
 - (ii) pay interest to Hyre Point on the Arrears of \$10.00 every 15 days until the entire sums due have been paid.
8. The interest is included in the calculation of the Arrears.
9. By reason of the Defendant's failure to pay the Strata Fees and Arrears, the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the said By-Laws.

Particulars of Loss*Strata Fees*

The Plaintiff has suffered in the amount of Arrears being C\$9,005.82 as of 1 January 2023.

The Plaintiff is entitled to the payment of Strata Fees and interest up to the date of trial. Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of trial.

Legal Expenses

By reason of the Defendant's breaches the Plaintiffs have incurred legal expenses for which the Defendant are, in accordance with Clause 4 required to pay on a full indemnity basis.

As at the date of issue of the Plaint the Plaintiffs have incurred the following reasonable expenses: -

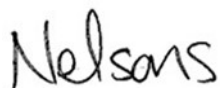
(a) Professional fees and disbursements – Nelsons Attorneys-at-Law CI\$ 1,000.00

Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of trial.

The Plaintiff, therefore, claims against the Defendant

- (1) Judgment in the sum of CI\$10,005.82 or such other sums as may be due at the date of trial;
- (2) Pre and post-judgment calculated pursuant to clause 4 of the By-Laws at a rate of \$10 every 15 days, being included in the Arrears at the date of issue of the Plaint and accruing at a rate of \$10 every 15 days.
- (3) Costs; and
- (4) Such further and other relief as this Honourable Court may seem just.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$10,005.82** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelsons
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
P.O. Box 30069,
Grand Cayman
KY1-1201,
Cayman Islands

This Plaintiff was filed by Nelson's Attorneys-at-Law whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 30069, Grand Cayman, KY1-1201 Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No. 491

PLAINTIFF

AND:

(1) BILIKA H SIMAMBA

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant’s name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant’s Signature

Dated this _____ day of January 2023.

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER – This form must be delivered or sent to the Court's Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.